



C o u n t y   o f   S a n   L u i s   O b i s p o

## GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

### REQUEST FOR PROPOSAL PS- #1150

#### DEVELOPMENT, IMPLEMENTATION AND SUPPORT FOR JOB ORDER CONTRACT PROGRAM (Public Works)

September 15, 2011

The County of San Luis Obispo (**County**) is currently soliciting proposals for professional services for the development, implementation and support of a Job Order Contract Program (Public Works).

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The **County** reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the **County**, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the **County's** Purchasing website at [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the **County**. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The **County** is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit five (5) hard copies and one (1) electronic copy (on CD or DVD) of your proposal on October 7, 2011 by 3:00 p.m. to:

County of San Luis Obispo  
Debbie Belt, GSA - Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact Debbie Belt at (805) 781-5200, [dbelt@co.slo.ca.us](mailto:dbelt@co.slo.ca.us). For technical questions and information, contact Dave Flynn at (805) 781-4463, [dflynn@co.slo.ca.us](mailto:dflynn@co.slo.ca.us).

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Dave Flynn at [dflynn@co.slo.ca.us](mailto:dflynn@co.slo.ca.us). All questions will receive a response within four (4) business days. The question and its response will be posted (anonymously) on the site: [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). The **County** reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

*Debbie Belt*

DEBBIE BELT  
Buyer – GSA – Purchasing  
[dbelt@co.slo.ca.us](mailto:dbelt@co.slo.ca.us)

## **LOCAL VENDOR PREFERENCE**

The **County** has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the **County** of San Luis Obispo; 2) The vendor holds a valid business license issued by the **County** or a city within the **County**; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal.

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

## **PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of five (5) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on October 7, 2011. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street, San Luis Obispo, CA 93408  
ATTENTION: Debbie Belt  
Telephone: (805) 781-5200
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved **County** procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the **County** reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. Fees will be negotiated with the selected firm and finalized prior to Award of Contract. The **County** Board of Supervisors is the final approving authority for the Contract and fees.
7. The **County** reserves the right to negotiate with other qualified firms or solicit additional Requests for Proposal at any point in the process should it fail to negotiate a reasonable fee with the selected **Consultant** for tasks related to the development, implementation and support of the JOC Program (Public Works).
8. This Request for Proposal does not constitute an offer of employment or to contract for services.
9. The **County** reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
10. All documents submitted to the **County** in response to this Request for Proposal will become the exclusive property of the **County** and may be returned to the proposer or kept by the **County**, in the **County's** sole discretion.
11. All proposals shall remain firm for ninety (90) days following closing date for receipt of proposals.

12. The **County** reserves the right to award the Contract to the firm who presents the proposal which in the judgment of the **County**, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
13. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and scope contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the **County** during subsequent negotiations.
14. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the **County**, must be available for inspection and copying upon the request of any person. Under the Act, the **County** may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the Contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:*** *The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the **County** considers proper under the law. If an agreement is entered into with the proposer, the **County** shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The **County** will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the **County** arising out of such dispute, lawsuit, claim or demand.

15. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one text-searchable Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER

*Example:* Your firm, Acme Inc., is responding to RFP PS-#1101. Your Adobe Acrobat (pdf) file would be named: **Acme 1101**

## **PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1.     Project Title
2.     Applicant or Firm Name
3.     Letter of Transmittal
4.     Table of Contents
5.     Firm Qualifications and Job Order Contracting (JOC) Experience
  - a.     Type of organization, size, professional registration and affiliations.
  - b.     Names and qualifications of personnel to be assigned to this project. Provide an organizational chart for the members of your staff that will be dedicated to this project. Provide a description of the roles and responsibilities that each member will perform and attach a resume for each member.
  - c.     Outline of recent projects completed that are directly related to this program for JOC services. Each proposer is required to demonstrate specific knowledge and project expertise relating to the requirements of the project scope.
  - d.     Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
6.     Understanding of and Approach to the Job Order Contract Program (Public Works)
  - a.     Provide a detailed description of your approach for providing services to develop, implement and support a JOC program (Public Works) for the **County**.
  - b.     Specify what information and participation you will require from **County** staff.
  - c.     Enumerate the procedures and schedule or timeline you will use to develop and implement the JOC program (Public Works) for the **County**.
7.     References
  - a.     Provide reference information for no less than six (6) similar public entities for which your firm is currently providing comparable services. For each reference provided, include the agency name, contact person, telephone number, scope of services performed and amount of work completed

through the JOC Program (Public Works). By submitting your proposal, you hereby agree and authorize the County to contact each reference to furnish any information requested by the **County** in verification of the references provided and for determining the quality and timeliness of providing the service.

8. Fees, Insurance and Indemnification Requirements

- a. Provide a fee for the development, implementation, maintenance and technical support of the JOC program (Public Works). The fee shall be in the form of a percentage of each Job Work Order issued with a Notice To Proceed through the JOC program (Public Works).
- b. The selected proposer will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance and \$1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
- c. Proposer shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the Contract and must be in an amount and format satisfactory to the **County**.

9. Indemnification: Proposer shall agree to the following defense and indemnity language or such other language legally required under the law at the time the Contract is executed by the successful proposer and the **County**.

Except for the sole negligence of **County**, **Consultant** undertakes and agrees to defend, hold harmless **County**, and any and all **County** Boards, officers, employees, and successors in interest, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability of any nature whatsoever for death or injury to any person, including **Consultant's** employees and agents, or for damage to, or destruction of, any property of either party hereto, or of third persons, in any manner to the extent arising by reasons of the performance of this Contract on the part of **Consultant**, or any of **Consultant's** Sub-consultants, employees, or anyone for whom **Consultant** has obligated itself under this Contract, whether or not contributed to by any act or omission of **County** or any of the **County's** Boards, officers or employees.

**Consultant** undertakes and agrees to indemnify and hold harmless **County**, and any and all of **County's** Boards, officers and employees, from and against all losses and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damages, or liability of any nature whatsoever, for death or injury to any person, including **Consultant's** employees and agents or for damage to, or destruction of any property of third persons, in any manner to the extent caused by the negligent performance of the professional services under this Contract on the part of the **Consultant**.

10. Optional – Additional Supporting Information

- a. Provide additional supporting information, not requested above, that you believe is pertinent to evaluating your firm's ability to provide the JOC services.

**PROPOSAL SELECTION**

1. Selection Criteria

- a. Selection of **Consultants** to be included in the evaluation and selection process will be based on the responsiveness to the Proposal Format specified in this RFP. The following criteria and weights are provided for information only. The criteria and weights may be changed at the sole discretion of the **County** without notice to proposer. Selection of the most qualified **Consultant** may be based on the following criteria and weights:

<u>Criteria</u>	<u>Weights</u>
Relevant JOC Experience	30%
Approach to Providing Services for Public Works	30%
Schedule for Achieving Objective	15%
Staffing	15%
References	<u>10%</u>
<b>Total - All Criteria</b>	<b>100%</b>

2. Contract Award

- a. A Contract, prepared by the **County**, to Develop, Implement and Support a JOC program (Public Works) shall be awarded to the selected **Consultant**.

3. Time Schedule

- a. The following timeline has been estimated for Implementation of the JOC Program (Public Works). This schedule is provided for information only. The **County** will adjust or revise the estimated schedule accordingly as required without notice to proposers.

<b>September 15, 2011</b>	Advertise and Distribute RFP
<b>October 7, 2011</b>	Proposals Due
<b>October 13, 2011</b>	Selection Committee
<b>October 27, 2011</b>	Negotiate Contract Terms with Committee #1 ranked proposer
<b>November 15, 2011</b>	Approve Contract
<b>November 28, 2011</b>	Execute Contract
<b>December 1, 2011-December 1, 2014</b>	Base JOC Program Contract Duration

4. Contract Duration

- a. The executed Contract to Develop, Implement and Support a JOC program (Public Works) awarded to the selected **Consultant** is estimated by the **County** to be in effect for a duration of three (3) years or thirty-six (36) months. At the **County's** option and with mutual agreement, the Contract may be extended for two (2) allowable consecutive Contract extensions of one (1) year or twelve (12) months each, with no change in the established prices.

**PROJECT SCOPE**

The **County** is seeking Proposals from qualified **Consultants** to **Develop, Implement and Support a Job Order Contracting (JOC) Program (Public Works)**. This program is necessary to enhance current contracting operations for the Department of Public Works in the delivery of road, utility, and drainage maintenance repair work. The main objective of the program will be to enable the **County** to expedite the contractor selection process, to perform certain qualified construction projects and construction-related services. The **Consultant** will provide all necessary labor, equipment, and materials, as customarily rendered when providing professional consulting services for the establishment of a JOC Program (Public Works) within the **County's** Public Works Department and assistance in the administration of Job Order Contracts for Public Works maintenance and repair projects. Services shall include, but not be limited to, those services listed in the **Consultant's** proposal and shall include, but not be limited to the following:

1. Program Development. The **Consultant** shall work with the **County's** facility, procurement, legal and other appropriate staff to develop the JOC program (Public Works). Program development includes reviewing and assessing the **County's** needs to determine the size of the program and, in conjunction with the **County's** staff, developing execution procedures that will be used to implement and administer the JOC program (Public Works). The following additional items are required of the JOC Program (Public Works) Development:
  - a. The **Consultant** will organize and manage a series of conferences in order to promulgate general operating and organizational concepts.
  - b. The **Consultant** will assist the **County** in developing draft internal execution procedures/policies for the JOC Program (Public Works). These procedures should incorporate all applicable Federal, State and County laws, regulations and policies, including those of FEMA.
  - c. The **Consultant** will fully document the final JOC Program (Public Works) execution procedures and policies.
  - d. The **Consultant** will assist the **County** in incorporating appropriate safeguards into the execution procedures for the prevention of fraud, waste and abuse.
  - e. The **Consultant** will coordinate the **County** JOC Program (Public Works), policies and procedures with various **County** Departments as well as other Local, State and Federal agencies as designated by Department of Public Works.
2. Document Preparation. The **Consultant** shall provide a full set of customized JOC (Public Works) documents including a San Luis Obispo **County** specific Construction



Unit Pricing Catalog, Technical Specifications and the Contractual Terms and Conditions. The full JOC (Public Works) documents will be comprised of the following:

- a. The Construction Unit Pricing Catalog shall contain no less than 150,000 individual construction tasks along with an associated unit price associated with Public Works facilities (Roadways, sidewalks, utilities, drainage improvements, etc.). Each unit price shall be based on the prevailing equipment, material and labor prices within the **County's** geographical region. The use of factors to localize prices is not acceptable. A price for demolition shall be provided for each construction task, if applicable. **Consultant** shall be responsible for maintaining and updating semi-annually the Construction Unit Pricing Catalog, including labor composition, regional rates, and local productivity factors. **Consultant** shall also maintain a comprehensive database containing each of the individual construction tasks and their corresponding unit prices. Publish one master or reference copy of the Construction Unit Pricing Catalog.
  - b. The Technical Specifications shall be prepared in conjunction with the Construction Unit Pricing Catalog and, where available, the **County** standards will be incorporated. Maintain a comprehensive set of technical specifications for each of the construction tasks listed in the Construction Unit Pricing Catalog. Publish one master or reference copy of the Technical Specifications.
  - c. The contractual Terms and Conditions shall be prepared in conjunction with **County** staff and shall incorporate JOC Contract language and forms with all appropriate **County** Contract language and forms.
  - d. The Construction Unit Pricing Catalog and Technical Specifications shall conform to current standard 2010 Caltrans State Standard Specifications and Standard Plans and Basic Engineering Estimating System pay item convention utilized by Caltrans as well as AWWA specifications for water systems.
  - e. The complete customized JOC documents shall be electronic format, in current Adobe Portable Document File (.PDF) or Microsoft Word 2010.
3. Procurement and Bid Support. The **Consultant** shall be capable of providing the **County** with complete technical and marketing support during the procurement and bid phase. Qualified staff with extensive public sector procurement experience shall provide this support. The **Consultant** will be required to organize and conduct pre-bid meetings with the intending bidders as well as make presentations on behalf of the **County** with various business and contracting organizations. The following additional requirements apply:
- a. Prepare and conduct orientation briefings for the **County** and other interested parties. Attend appropriate **County** meetings and conferences, as requested.
  - b. Assist the **County** with JOC Contract bidding services, including bid addendums, RFI's and administration during the JOC Contract bid phase.
  - c. The **Consultant** will coordinate with the **County** and attend the Public Bid Openings for JOC Contract services. Methods of representing the bid pricing and comparison for the Public Bid Opening shall be implemented in coordination with San Luis Obispo **County** Department of Public Works and the Clerk Recorder.
  - d. The **Consultant** shall assist with verification of the successful bidding JOC Contractor qualifications or capability and other tasks involved in the selection and award of JOC Contract Services as needed by the **County**.

4. Information Management System. The **Consultant** shall provide the **County** with a comprehensive Internet-based JOC information management system. This system shall be compatible with 'Windows XP Professional' and 'Windows 7' (32 and 64-bit) operating system for personal computers. The JOC information management system shall be capable of providing full project tracking, developing cost proposals, preparing independent **County** estimates, generating all project documentation and Contracts, providing project scheduling and status, budgeting and cost control, tracking M/WBE participation, Grant-funded and reimbursed projects (ARRA, CDBG, etc.) and generating customized reports. The system shall be capable of incorporating current **County** forms and documentation. The following additional requirements apply:
  - a. The **Consultant** will install and test the information management system software on both the **County's** and the JOC Contractor's computer systems.
  - b. The **County** will not be restricted as to the number of information management system software installations.
  - c. Information management system software will be network-ready for a PC local area network. More than one **County** user can log on and update the system or database and use the data synchronously.
  - d. Export capability for reports, as specified by the **County**, will be provided. Export shall be in formats meeting industry standards and capable of being uploaded to a County database system.
  - e. For emergency and prevention of data loss, the system software will provide backup and restore capability. All application software and data must be able to be backed up. All procedures for this must be documented and approved by the **County**. Validation of the update process is a priority to safeguard the data.
  - f. All data is owned by the **County** and shall not be restricted to its usage on County projects.
  - g. All software changes shall be approved in writing by the **County**. Written approval will certify that the **County** and **Consultant** have tested the software and the software operates as required by the **County** specifications.
5. Training. The **Consultant** shall provide training to **County** staff to ensure that the JOC program (Public Works) functions properly. As part of the proposal, the **Consultant** shall include its plans to develop specialized training courses that will involve all parties utilizing and administrating the program. All aspects of the program are to be covered in the training. The following additional requirements apply:
  - a. Provide a 'hands-on' training program based on the approved **County** policies and procedures. Training will include a comprehensive training/reference manual with sample Work Orders, flow charts, and forms. The training program will emphasize functional use and individual performance as the objective. The **Consultant** will conduct as many training courses as are required to ensure that the **County** staff is fully prepared to execute the JOC system. The training courses will include practical exercises that will be based on actual **County** Public Works projects. The JOC training program, comprised of multiple training sessions, will be structured to the specific needs of the audience. The training courses will stress practical application of the concept and contracts.
  - b. Provide all training aids and material necessary to support the JOC training courses.

- c. Train both the **County** and Contractor staff on the usage of the Information Management System software. The **Consultant** will provide full software documentation and training manuals.
6. Technical Support. The **Consultant** shall provide scheduled and on-demand technical support. Expectations include assisting the **County** with program execution, troubleshooting, implementation, and continuous system monitoring. Providing technical support is considered a vital component to ensuring a successful program. The following additional requirements apply:
- a. The **Consultant** will remain onsite and be available for any questions or assistance that may be required for the first ninety (90) days after the Contract Notice To Proceed.
  - b. For the first ninety (90) days after the Contract Notice To Proceed, assist **County** staff in developing the initial Work Orders. The **Consultant** will attend and monitor site visits, proposal development and negotiation sessions. The **Consultant** will monitor the overall program and prepare any status reports required by the **County**.
  - c. The **Consultant** will provide the **County** with continuous post-award documents maintenance support. This support would include updating of construction tasks, unit prices, technical specifications, execution procedures, training materials and all other applicable documents. New updated document sets would be provided to the **County** upon request.
  - d. Provide updated versions of the Information Management System software. The **Consultant** will be responsible for installing, testing and debugging the software on all **County** and Contractor computers and computer network.
  - e. Provide continuous telephonic systems support to the **County**. This support would include debugging and other systems-related support.
  - f. Conduct periodic training sessions for new **County** employees.
  - g. Assist the **County** in conducting periodic reviews of the concepts, performance and effectiveness. Develop documentation and statistics regarding elements of the concepts' execution. Document this information for senior management review and evaluation.
  - h. Assist the **County** in the execution of the Job Order Contracting system by providing experienced, on-site project managers to periodically work with **County** staff in the development and execution of work orders. This effort will equate to an average of five (5) work days per month.